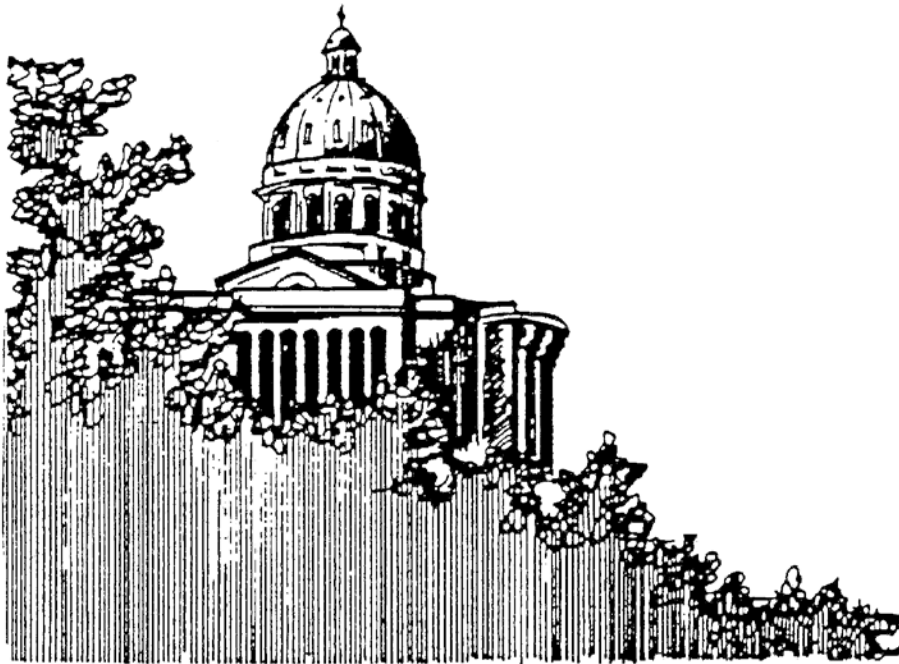


Pre-Construction Meeting Manual



**OFFICE OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT, DESIGN AND CONSTRUCTION**

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Contract Administration Forms are on-line at: <https://oa.mo.gov/facilities/vendor-links/contractor-forms>

1.0 FORWARD

This manual is to provide the Contractor a quick reference to the administration of the Contract Documents. Nothing in this Manual shall alter the Contract Terms or Conditions. Should the Contractor find discrepancies between the Manual and Contract Documents, the Contract Documents shall govern.

In no event is the Contractor to make assumptions or take liberties, with regards to the Specifications or Drawings. Doing so shall be at their own risk. The procedure for addressing questions or observations that the Contractor believes not covered in the Project Documents is outlined in the General Conditions and will be reviewed at this meeting.

PRE-CONSTRUCTION MEETING

AGENDA

- I. INTRODUCTION AND ATTENDENCE RECORD**
- II. REVIEW OF CONTRACT**
Contract Data Sheet
- III. LINES OF COMMUNICATION AND COORDINATION**
(Section 007213 GENERAL CONDITIONS, Article 1.8; Section 013113 COORDINATION)
- IV. GENERAL REQUIREMENTS**
(Division 1)
- V. SUBMITTALS / SHOP DRAWINGS**
(Section 007213 GENERAL CONDITIONS, Article 3.2; Section 013300 SUBMITTALS)
- VI. CHANGES IN THE WORK**
(Section 007213 GENERAL CONDITIONS, Article 4)
- VII. APPLICATION AND CERTIFICATION FOR PAYMENT**
(Section 007213 GENERAL CONDITIONS, Article 5.4)
- VIII. SUBSTANTIAL COMPLETION**
(Section 007213 GENERAL CONDITIONS, Article 5.3)
- IX. CLOSEOUT REQUIREMENTS**
(Section 007213 GENERAL CONDITIONS, Article 5.3 through 5.4)
- X. DESIGNER COMMENTS AND TECHNICAL REVIEW**
- XI. CONTRACTOR QUESTIONS AND COMMENTS**
- XII. PROJECT SITE VISIT**

I. INTRODUCTION AND ATTENDANCE RECORD

The FMDC Representative initiates self-introductions of the entire Construction Team. The Designer routes a **Sign-In Sheet** for all those in attendance.

II. REVIEW OF CONTRACT

A. Contract Data Sheet

1. The FMDC Representative distributes the Completed Contract Data Sheet and discusses the following Contract Terms and Conditions.
 - a. Addenda issued to the Plans and Specifications
 - b. Contract Amount – Base Bid and Alternates accepted
 - c. Unit Prices
 - d. Contract Completion Date – Bad Weather Days and Liquidated Damages rate
 - e. MBE/WBE/SDVE Participation and Reporting Requirements
Section 002213,3.0,D&E

B. Notice to Proceed

1. Within ten (10) working days, Contractor to submit for approval per General Conditions, Article 5.1.B. the following:
 - a. Progress Schedule
 - b. Breakdown of Contractor's Proposal (Schedule of Values)
2. All Materials must be approved before they are brought onto the jobsite.
3. Within twenty (20) working days, Contractor to submit any desired Substitutions per General Conditions, Article 3.1.
4. Prior to the first Application and Certification for Payment, Contractor to provide names of all Subcontractors, in addition to those identified in the Bid Proposal, and all major Material Suppliers per General Conditions, Article 3.7.D.

III. LINES OF COMMUNICATION AND COORDINATION (Section 007213 General Conditions, Article 1.8; Section 013100 Coordination)

A. General Guidelines

1. Good communications between the Construction Team (Owner/Agency, Designer, and Contractor) are essential to the success of this work. Verbal requests and responses may sometimes be needed to expedite coordination of the work; however, all communication that changes the work must be documented in writing. The Construction Team is to use

the forms on FMDC's website: <https://oa.mo.gov/facilities/vendor-links/contractor-forms>

2. In addition, **all project correspondence** must include the Division of Facilities Management, Design and Construction (**FMDC**) **Project Number**. Any special copy requirements will be identified at the Pre-Construction Meeting.
3. The FMDC Representative is to copy the Agency on all correspondence, if requested.
4. The FMDC Representative will conduct a Monthly Progress Meeting(s) with the Designer, Contractor, Facility Representative, Subcontractor(s), and whomever else that may be deemed necessary for the good of the project.
5. It is in the best interest of the project and all concerned to work together to deliver a quality product on time, within the budget and meeting the contractor's goal of receiving a reasonable profit.
6. To accomplish these goals we should be willing to communicate our concerns openly and resolve any disagreements as quickly as possible.
7. By creating an environment of trust and teamwork many potential issues are resolvable.
8. The construction contract, plans and specifications establish the legal relationships and boundaries for the project but the people involved determine the level of commitment, trust and the working relationships that are developed.

B. Contractor

1. All notices, requests, instructions, approvals, and claims must be submitted in writing to the Designer with a copy to the FMDC Representative.
2. General Communication Items:
 - a. Contractor to notify the Designer and FMDC Representative at least one (1) day before placing concrete or burying underground utilities, pipe, etc. per General Conditions, Article 3.6.G.
 - b. Post Prevailing Wages per General Conditions, Article 1.3.D.
 - c. Contractor is to have an updated As-Built set of drawings on the jobsite available for his Subcontractors and the Owner Representative per General Conditions, Articles 3.3. and 5.4.G.
 - d. The Contractor is responsible for copying and relaying all correspondence to their Subcontractors, Suppliers, and Manufacturers.

- e. The Contractor shall have a Superintendent onsite at all times work is being performed on this contract.
- 3. **10 Hour OSHA Card:** Any contractor or subcontractor to such contractor at any tier signing a contract to work on this project shall possess and provide a copy of their ten-hour OSHA Construction Safety Card. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

C. Owner

- 1. The FMDC Representative represents the Owner regarding Contract Administration. No changes to the Contract Time or Amount will be made without a formal signed Contract Change. The FMDC Representative will approve the Designer's Request for Proposal to the Contractor and may issue a Notice of Non-Compliance to the Contractor. The FMDC Representative will provide or obtain all Contract administrative approvals.
- 2. The Agency Representative may coordinate Security and Operational issues directly with the Contractor while keeping the FMDC Representative informed. Agency Representatives have no authority to modify the Contract or direct the Contractor's work and must forward written requests regarding changes to the Scope of Work or quality of Work to the FMDC Representative for action. At certain Facilities, coordination of some phases of Work may require prior approval from the Facility.

D. Designer

- 1. The Designer is the Owner's Representative regarding all technical aspects of the Contract and as such shall interpret the Contract requirements, respond to Contractor's Requests for Information, issue Designer's Supplemental Instructions, and review Submittals. The Designer will copy the FMDC Representative and Agency Representative on all correspondence to the Contractor including transmittal letters for Submittals.
- 2. The Designer is also responsible for taking and distributing Meeting Minutes to the Contractor, FMDC Representative, FMDC Representative's Supervisor, and Agency Representative.
- 3. The Designer certifies the Contractor's Application and Certification for Payment for payment by the Owner.
- 4. After Certification, the Designer will forward the Contractor's Application for Payment to the Construction Administrator for further review and processing.

E. Forms for use during the Construction Process:

1. **Designer's Supplemental Instructions (DSI)** form may be used by the Designer to clarify Contract Requirements or to initiate No-Cost Changes. The Designer maintains the DSI Log.
2. **Request for Information (RFI)** form is used by the Contractor to request clarification or interpretation of the Contract Documents from the Designer. The Designer's response to the Contractor is returned on or with the RFI form. Designer responses will not change any requirement of the Contract Documents. The Designer maintains the RFI Log.
3. **Request for Proposal (RFP)** form is used to request a Contractor's price for Work to be added, deleted, or to modify the Contract Requirements. The Designer initiates the RFP. The Request shall include a Description of Work, Quantities, and Location. The Designer maintains the RFP Log. In addition to the RFP, the Designer is to prepare a cost estimate and distribute to the FMDC Representative.
4. **Notice of Non-Compliance form** is used by the Designer or FMDC Representative to formally document Work installed that does not conform to Contract Requirements. Payment may not be made for Non-Complying Work until the Contractor corrects the Work and returns the form responding to the Notice.
5. **Contract Change (CC) form** is a written legal Document prepared by the FMDC Representative, which modifies the original Contract Documents to satisfy a Requirement for more Work, less Work, or different Work than originally specified or for modification of the Contract Completion Date. The Owner approves the Contract Change and issues to the Contractor before Work relating to the Contract Change is to begin. Any modifications to the MBE/WBE/SDVE Participation shall be reported at this time.
6. **Project Warranty Notice form** is issued by the FMDC Representative and/or the Agency Representative that there is a Construction Warranty problem. The Contractor returns the form identifying the solution and certifying that the correction has been completed.
7. **Final Warranty Report form** is completed by the FMDC Representative and/or Designer at the Warranty Inspection, prior to the end of the Warranty Phase. The Designer, Contractor, and FMDC Representative should be present at the Inspection so that all parties understand any required Corrective Measures.

IV. GENERAL REQUIREMENTS (Division 1)

A. Section 012100 – Allowances

- i. Weather Allowances
- ii. Other Allowances

B. Section 015000 – Construction Facilities and Temporary Controls

1. Temporary Utilities, Toilets, etc.
2. Owner and/or Contractor Support Facilities (field offices, storage, etc.)
3. Security and Protection Facilities installation (fire protection, fences, barricades, etc.)

C. Section 013513 – Site Security and Health Requirements

1. *Insert agency requirements*

V. SUPPLEMENTAL GENERAL CONDITIONS (if applicable)

VI. SUBMITTALS / SHOP DRAWINGS (Section 007213 General Conditions, Article 3.2; Section 013300 Submittals)

During the course of the Project, the Contractor is required to submit various types of documentation to the Designer for review. The list below is a summary, but not necessarily inclusive of all items that are required. All Submittals must be made in a timely manner to prevent any Project delays.

A. List of Subcontractors (Section 007213, Article 3.7.D.)

1. A complete List of Subcontractors shall be submitted within ten (10) days of the Notice to Proceed. This list is to include all Subcontractors and major Material Suppliers that will be used on this Project. This list is to include the name, address, and phone numbers of the Firm along with the name of the prime Contact Person. This list is submitted to the Designer with a copy to the FMDC Representative.

B. Schedule of Values (Section 007213, Article 5.1.B.)

Within ten (10) days of the Notice to Proceed, the Contractor shall submit (to the Designer and FMDC Representative) a Detailed Schedule of Values for approval. This will be the same Schedule that will be used on the Contractor's First Application and Certification for Payment. This must be submitted and approved prior to processing any of the Contractor's Application and Certification for Payments on the State of Missouri's Form.

1. The Schedule of Values must have the following line items included with the value of that item as indicated below:
 - a. O & M's (Owner's Manual)
 - Under \$1,000,000.00 (One million) – 2% of the total contract amount
 - Over \$1,000,000.00 (One million) – 1% of the total contract amount
 - b. Close Out Documents

- Under \$1,000,000.00 (One million) – 2% of the total contract amount
- Over \$1,000,000.00 (One million) – 1% of the total contract amount

- c. General Conditions
 - No more than 10%

C. Construction Schedule (Section 013200)

Within ten (10) days of the Notice to Proceed, the Contractor shall submit, for approval from the Designer and FMDC Representative, a preliminary Construction Schedule as required by Section 013200. The Construction Schedule must be approved prior to processing the Contractor's first Application and Certification for Payment.

D. Shop Drawings (Section 007213, Article 3.2; Section 013300)

Shop Drawings are to be submitted in accordance with the requirements of the General Conditions, Article 3.2, and Section 013300. These are to be submitted to the Designer for approval with a copy to the FMDC Representative. Upon approval, the Designer will make distribution of approved Shop Drawings to the FMDC Representative, Contractor, and the Agency/Facility Representative(s).

1. Number Required

The Contractor is to use the Submittal Procedure that is outlined in Section 013300. If electronic submittals are not used or are not feasible, submit sufficient quantity for the Contractor's use along with four (4) copies for use by the Owner and Designer. All Shop Drawings must be submitted prior to processing the third Application and Certification for Payment or as per a Schedule of Submittals approved by the FMDC Representative.

2. Deviations

The Contractor shall submit an RFI to the Designer and copy the FMDC Representative and receive a response and/or contract change prior to deviating from the Drawings and Specifications.

3. Per Section 013300 – Submittals, Shop Drawings must include:

- a. Date of Submission
- b. Name of Project
- c. Location of Project
- d. Division of Work
- e. FMDC Project Number
- f. Name of Submitting Contractor

- g. Name of Subcontractor
 - h. Indicate if “**as specified**” or if “**approved as an acceptable substitution**”. If “approved as an acceptable substitution” attach approved Substitution Request with the submittal.
4. Time of Approval
- Contractor must submit with ample time for review, possible resubmittal, and approval.
5. Substitutions
- Contractor must submit Substitution Requests on the **Product Substitution Request form** prior to approval of Shop Drawings. The Contractor has twenty (20) working days from the date the “Notice to Proceed” is issued to get a Substitution approved. Thereafter no consideration will be given to alternate forms of accomplishing the work.
6. Samples
- The Contractor must submit Samples of all Items requested or required by the Specifications in accordance with Section 013300, 1.6.

VII. CHANGES IN THE WORK (Section 007213 General Conditions, Article 4)

A. Contract Change Initiation

A Change may be requested from the Agency, Designer, or FMDC Staff. Initiating a Contract Change is the responsibility of the FMDC Representative who determines that the Change is within the Intent of the Appropriation. The FMDC Representative will contact the Project Manager, as appropriate, to confirm funds are available. If the Contractor encounters an Unforeseen Condition, receives direction from the Owner, or a response to an RFI that will increase the cost of the Contract, the Contractor must immediately give written notice to the Designer and FMDC Representative. The Designer will respond in writing either advising why there is no Contract Change or provide a RFP to the Contractor. After the FMDC Representative confirms the need for a Change and funds are available:

- 1. The FMDC Representative shall request the Designer to prepare a written RFP for the Work, and forward to FMDC Representative for review, before issuing to the Contractor with a copy to the FMDC Representative. The Request shall fully identify the Work to be done; however, the formality of the documents may vary in accordance with the Scope and need for quick action.
- 2. Prior to a contract change and submitting the detailed breakdown, the Contractor shall submit, a breakdown of Labor Rates for each Trade of any Contractor and/or Sub-Contractor submitting costs for work to be performed on a contract change.

3. The Contractor's Proposal shall comply with the requirements of General Conditions, Article 4.1. A sample Cost Breakdown sheet is provided on the FMDC website. The Contractor shall include a **justification** of any proposed Time Extension giving the number of additional Work Days to perform the Work involved after receipt of the Notice to Proceed.
4. Upon receipt of the Contractor's Proposal, the Designer shall review the Proposal and, if acceptable, recommend Contract Change approval to the FMDC Representative. If the Proposal is not acceptable, the Designer shall negotiate a satisfactory Amount and Time Extension for the Change, or cancel the proposed Change. Work shall not be started without a written Notice from the Owner.

VIII. APPLICATION AND CERTIFICATION FOR PAYMENT (Section 007213 General Conditions, Article 5.4.)

A. Application and Certification for Payment Forms

The Contractor is required to use the State's Application for Payment Form located On the FMDC's website: **<https://oa.mo.gov/facilities/vendor-links/contractor-forms>**

B. MBE/WBE/SDVE

Along with **all** submittals of the Contractor's Application and Certification for Payment, the Contractor must submit a **MBE/WBE/SDVE Progress Report form** indicating the status of the MBE/WBE/SDVE participation. If this is not attached, processing of the Application and Certification for Payment will be delayed until receipt.

C. Certified Payrolls

With every monthly Application and Certification for Payment, the Contractor and Subcontractor(s) are required to submit a copy of the Certified Payroll for the prior pay period. If this is not attached, processing of the Application and Certification for Payment will be delayed until receipt.

D. Updated Schedule Required

The Contractor is to submit updates showing the Current Schedule with the monthly progress Application and Certification for Payment.

IX. SUBSTANTIAL COMPLETION (Section 007213 General Conditions, Article 5.3.)

We have a common goal to complete all the Contract Work prior to the Contract Completion Date. General Conditions, Article 5.3.A. defines Substantial Completion as:

"A project is Substantially Complete when construction is essentially complete and Work items remaining to be completed can be done without interfering with the Owner's ability to use the Project for its intended purpose."

We will work with you to identify and reduce Punch List Items to a minimum while

you are mobilized. All work must be Substantially Complete prior to or on the Contract Completion Date or Liquidated Damages may be assessed.

A. Cleanliness

Section 017400 summarizes Cleanliness conditions expected before inspection is requested.

B. Notice

Article 5.3. states, "The Contractor will request the Substantial Completion Inspection in writing ten (10) working days before such Inspection and is to attach a list of all outstanding items known (this needs to be verified).

C. At least ten (10) working days prior to the Substantial Completion Inspection:

1. Submit Operation & Maintenance (O&Ms) Manuals per Article 3.5.
 - a. Start-up and Shut-down Procedure
 - b. Operation Instruction
 - c. Equipment List
 - d. Service Instructions
 - e. Manufacturer's Certificates of Warranty

D. Substantial Completion Inspection

Designer shall identify all outstanding incomplete Work items (Punch List) and shall then recommend to the Owner if Substantial Completion should be issued. If work is **not** Substantially Complete so that the Owner can occupy or utilize the Project for its intended purpose, the Designer will issue a list of items required to achieve Substantial Completion. After Substantial Completion is issued, the Contractor shall provide to the Designer, within five (5) work days, an estimate of the cost to complete or correct identified items. The Designer shall review the Contractor's estimate for reasonableness. If the Contractor fails to provide an acceptable timely estimate, the Designer's or FMDC Representative's estimate shall be used for any Deductions.

E. Final Inspection

1. At the end of the time period allowed, the FMDC's Representatives shall inspect to verify Punch List completion. If the Punch List is completed prior to the agreed upon date, the Contractor shall provide a written request for final inspection per Article 5.3.
2. Per the General Conditions, 150% of the value of any identified items not satisfactorily completed within the agreed upon time listed on the certificate of Substantial Completion may be deducted from the Contractor's Final Application and Certification for Payment and retained

by the Owner.

X. CLOSEOUT REQUIREMENTS (Section 007213 General Conditions, Articles 5.3. through 5.4.)

A. Completion of the following:

1. FMDC REPRESENTATIVE AND/OR DESIGNER TO CONFIRM THE FOLLOWING ITEMS ARE COMPLETED:

- a. Construction Completion and Acceptance Report (Article 5.4H)
- b. All Work 100% Complete including Contract Changes and Punch List items. (Article 5.3)
- c. Liquidated Damages Memo (Explain LD's, if any) (Article 5.3.A.2)

2. CONTRACTOR SENDS TO THE FMDC REPRESENTATIVE:

- a. Warranties: Guarantees or Extended Warranties (if applicable) (Article 3.4)
- b. Roof Warranty (if applicable)
- c. Specified Training (Sign-In Sheet, Agenda and Notes on what training was on, who the training was to, and when & where the training took place)
- d. Test Reports (Articles 3.2.A and 5.4.H.1; Specification Section 013300)
- e. Final Application and Certification for Payment with adjustments for remaining Unit Price credits (if applicable) (Article 5.4H)
- f. Affidavit of Compliance for Prevailing Wage (Article 5.4H.2b)
- g. Remaining Certified Payroll Records (Articles 5.4A.2 and 5.4.H.2.c)
- h. Final Payment and Release Forms (Contractor, Subcontractors, Material Suppliers) or Consent of Surety to Final Payment (Article 5.4.H.2.a)
- i. MBE/WBE/SDVE Final Progress Report
- j. Keys (when they were turned in and to whom)
- k. Inspection Reports
- l. Surplus Materials/Parts (Delivery of Confirmation from Contractor)

3. CONTRACTOR SENDS TO THE DESIGNER:

- a. Red-Line Drawings (Article 3.3)

- b. Operation and Maintenance Manuals (Article 3.5) – Three hard copies in binders and one electronic copy (CD or thumb drive).

4. **DESIGNER SENDS TO THE FMDC REPRESENTATIVE:**

- a. Roofing Description (if applicable)
- b. Record Drawings: Three stamped and signed hard copies and one digital copy in both PDF and DWG formats.
- c. Red-Line Drawings (originals) – Would like scanned to same disc as Record Drawings are on and return hard copies to the FMDC Representative to give to the end user.
- d. O&M Manuals – Reviewed and Approved